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December 3, 1999

RECORDATION NO. 21913-B FILED
DEC 3 '99 3:58 PM

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Equipment Lease Schedule, a secondary document, dated as of November 30, 1999. The primary document to which this is connected is recorded under Recordation No. 21913. We request that one copy of this document be recorded under Recordation No. 21913-B.

The names and addresses of the parties to the Equipment Lease Schedule are:

Lessor:

Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Lessee:

The Faith2 Trust
1661 Beach Boulevard
Jacksonville, FL 32250

A description of the equipment covered by the Equipment Lease Schedule consists of 125 rapid discharge open top hopper cars numbered ITGX 900-1024, inclusive.

BALL JANIK LLP

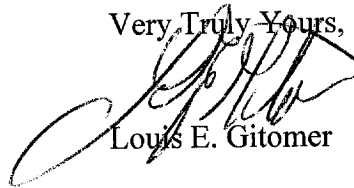
Honorable Vernon A. Williams
December 3, 1999
Page 2

A fee of \$ 26.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: an Equipment Lease Schedule between Banc of America Leasing & Capital, LLC, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and The Faith2 Trust, 1661 Beach Boulevard, Jacksonville, FL 32250, covering 125 rapid discharge open top hopper cars numbered ITGX 900-1024, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. Gitomer", with a large, sweeping flourish extending from the bottom left.

Louis E. Gitomer

Enclosures

Banc of America Leasing & Capital, LLC

Successor by merger to
NationsBanc Leasing Corp.

Equipment Lease Schedule **21913-B**
For Master Equipment Lease Agreement
RECORDATION NO. _____ FILED

Schedule Number 002

DEC 3 '99 **3:58 PM**

This Schedule, dated as of November 30, 1999, between Banc of America Leasing & Capital, LLC successor by merger to NationsBanc Leasing Corporation, as Lessor, and The Faith2 Trust, as Lessee, is executed pursuant to and is subject to the terms and conditions of Master Equipment Lease Agreement Number 03197-00300 dated as of December 16, 1998 (the "Lease"). Unless otherwise defined herein, capitalized terms used in this Schedule have the respective meanings assigned to such terms in the Lease. ~~Should any terms and conditions of this Schedule conflict with any provision of the Lease, the terms and conditions herein shall supersede conflicting terms and conditions in the Lease.~~ *KAS CJ*

Lessee hereby authorizes Lessor to insert herein the serial numbers and other identification data of the Equipment, when determined by Lessor, and dates or other omitted factual matters.

Description of Equipment: The total cost of which to Lessor is \$ _____ ("Total Capitalized Cost"):

Quantity	Description	SerialNum	CustomerRef
125	Ortner built rapid discharge open top hoppers bearing the following reporting marks		
	ITGX 900-1024, inclusive.		

Equipment Total: \$ _____
Payment Total: \$ _____

Term of Lease with respect to Equipment: The term of the Lease for the Equipment described herein is for an Interim Term commencing on the Acceptance Date set forth below, and continuing through and including the day preceding the Base Term Commencement Date; and for a Base Term of Eighty Four (84) months commencing on the 10th day of the calendar month following the Acceptance Date (the "Base Term Commencement Date").

Rental: Interim Rent shall be due Lessor for each day in the Interim Term shall equal the first Base Rent installment divided by thirty. Interim Rent shall be payable on the Base Term Commencement Date.

Base Rent shall be payable in Eighty Four (84) consecutive monthly installments of \$ _____ each, or as set forth in the Schedule of Base Rent installments attached hereto, the first Base Rent installment being payable on the Base Term Commencement Date and the remaining Base Rent installments being payable on the 10th day of each succeeding month.

Stipulated Loss Value: After the occurrence of any casualty loss or other event giving Lessor the right to require payment of the Equipment's Stipulated Loss Value, Lessor shall calculate such Stipulated Loss Value and give Lessee written notice thereof. Such "Stipulated Loss Value", as of any particular date, shall be the product obtained by

multiplying the Total Capitalized Cost for the item of Equipment in question by the percentage, as set forth in the attached "Schedule of Stipulated Loss Values", specified opposite the rent installment number becoming due immediately after the date Lessor gives Lessee notice requiring payment of the Stipulated Loss Value (the "SLV Payment Date"). On the SLV Payment Date, Lessee shall pay Lessor the Stipulated Loss Value plus the rent installment then due, together with any other unpaid amounts then due and owing under this Schedule. If only a portion of the Equipment is affected by any event causing calculation of Stipulated Loss Value, and the cost of such portion cannot be readily determined from the Total Capitalized Cost set forth above, then the Total Capitalized Cost for such portion shall be as reasonably calculated by Lessor, with written notice of such Total Capitalized Cost being sent to Lessee by Lessor.

Assets Class and Depreciable Life: Lessee hereby warrants and represents that the above described Equipment qualifies under asset guideline class 0.25 and constitutes "7-year property" within the meaning of Internal Revenue Code Section 168.

Location of Equipment: Equipment will be located at:

Location	Address	City	County	State	ZIP
	A	Waukegan	Lake	Illinois	
	60085				

Insurance Requirements: In addition to the requirements set forth in the Lease, the following shall apply:

Liability: Not less than \$500,000.00 combined single limit liability insurance, including bodily injury and death and property damage, covering activities of Lessor and Lessee and naming Lessor as additional insured.

Physical Damage: Comprehensive insurance, including loss by burglary, theft, malicious mischief and fire, for an amount not less than the Stipulated Loss Value of the Equipment, and naming Lessor as loss payee.

End of Base Term Options: In addition to Lessee's option to return the Equipment to Lessor, Lessee may, provided no Event of Default has occurred and continues, and upon Lessee having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of Lessee's election (which shall be irrevocable), elect to:

(i) Lessee may, provided no Event of Default has occurred and continues, and upon its having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of its election (which shall be irrevocable), purchase all of Lessor's right, title and interest in and to all, but not less than all, of the Equipment on an "as-is, where-is" basis, with no warranties (express or implied) as to any matter whatsoever, except that no lien or encumbrance against the Equipment then exists that has been created by Lessor, for a purchase price equal to the then Fair Market Value of the Equipment, which shall not exceed \$ Lessee shall pay Lessor the purchase price plus any applicable taxes on the expiration of the Base Term in immediately available funds.

(ii) Lessee may, provided no Event of Default has occurred and continues, and upon its having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of its election (which shall be irrevocable), extend the Base Term for a period to be agreed upon by Lessee and Lessor for an amount equal to the Equipment's then fair market rental value, as determined by Lessor. The fair market rental value shall be payable by Lessee to Lessor on the same day of the month the Base Term Rental Installments were due.

Return Conditions:

In addition to the maintenance and return conditions set forth in the Lease, the Equipment covered by this Schedule also shall be subject to the following conditions:

- (i) Cars shall not be used in Mexico; and
- (ii) Lessee will act as a fiduciary on behalf of Lessor as to reporting, maintenance, physical condition, etc.

During any renewal term of the Lease, for Cars that are casualties, Lessor will receive from Lessee as Casualty Value the greater of the Casualty Value on Rider No. 8 to the Master Agreement No ITG2378 between Vulcan Material Company and ITG, Inc.

- (i) Cars may not be loaded for revenue service after the date of Lease expiration or the expiration of any renewal term;
- (ii) for tank cars: tank cars will be steam cleaned, free of liquid and product residue; Lessee will inform Lessor if any other product (product type) is transported in the Car, other than what was permitted hereunder; Lessee is responsible for full and complete cleaning;

(iii) the Cars will be returned to Lessor complete, as when new, cleaned and free of product and other miscellaneous junk, silt, sludge, debris, or residue;

(iv) exterior sides will be free of rust and corrosion, to the extent it would impair the use of the cars as normally intended, and will be painted according to a standard paint scheme, free of any and all advertising and notices other than receiving numbers and Lessee's corporate identification;

(v) all required tests and dates (cost, etc.) shall be in accordance with AAR requirements;

(vi) in the case of covered hoppers and tank cars (if applicable), lining must be intact and in serviceable condition; and

(vii) Lessee shall return the Equipment, in first class operating condition (as for cars of this type and in aggregate service, capable of being loaded immediately for similar or like service, and commanding revenue accordingly), as indicated in the inspection and appraisal by Rail Solutions dated December 15, 1998, less normal wear due to aging, no later than ten days after Lease expiration, with one free move per Car on Lessee tracks (including subsidiary) with respect to Cars not returned in ten days, Lessee shall pay Rent on a per diem basis until returned.

(viii) The Cars may only be used in revenue service and may not be used in company service, maintenance of way service or for storage of company materials; and

(ix) the Lessor will be reimbursed for material removed from the Car (s) during any modification; the dollar amount will be based on the weight times the going rate of Pittsburgh #1 heavy melting.

No Material Adverse Change: Lessee represents and warrants that there has been no material adverse change in its business or financial condition since July 02, 1999. Lessor shall not be obligated to execute this Schedule and lease the Equipment hereunder to Lessee if there shall have occurred any change in applicable law that would have a material adverse impact on the transaction contemplated hereby or there shall have occurred a material adverse change (in Lessor's sole judgment) in the financial or business condition of Lessee.

Acknowledgment of Receipt of Equipment: Lessee acknowledges that the Equipment described herein above has been delivered to and received by it, is conforming as represented, and is acceptable and satisfactory to it, and that the same has been irrevocably accepted as Equipment leased by Lessee under this Schedule as of the date written below (the "Acceptance Date").

Banc of America Leasing & Capital, LLC
Successor by merger to
NationsBanc Leasing Corporation

By: Carol Jones

Printed Name: CAROL JONES

Title: VICE PRESIDENT

The Faith2 Trust

By: Keith A. Gibbs

Printed Name: Keith A. Gibbs

Title: Trustee

Acceptance Date: Dec 1, 1999

07N57

Kelley M. Cooke
Notary Public

Notary Public, Camden County, Georgia
My Commission Expires Apr. 23, 2001

Banc of America Leasing & Capital, LLC **Schedule of Stipulated Loss Values**

Successor by merger to
NationsBanc Leasing Corporation

For Equipment Lease Schedule

Schedule Number 002

This Schedule of Stipulated Loss Values is made a part of Equipment Schedule No. 002, dated November 30, 1999, to Master Equipment Lease Agreement Number 03197-00300, dated as of December 16, 1998, between Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation (as "Lessor") and The Faith2 Trust (as "Lessee").

Base Rent Installment Number	Stipulated Loss Value Percentage	Base Rent Installment Number	Stipulated Loss Value Percentage	Base Rent Installment Number	Stipulated Loss Value Percentage
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In Witness Whereof, Lessee and Lessor have caused this Schedule of Stipulated Loss Values to be executed by its authorized officers.

Banc of America Leasing & Capital, LLC
Successor by merger to
NationsBanc Leasing Corporation

By: Carol Jones

Printed Name: CAROL JONES
VICE PRESIDENT

Title: _____
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10-04-0825 (8-30-94)

The Faith2 Trust

By: Keith A. Gibbs

Printed Name: Keith A. Gibbs

Title: Trustee

Kelley M. Cooke
Notary Public

Notary Public, Camden County, Georgia
My Commission Expires Apr. 22, 2004

CERTIFICATION OF DOCUMENTS

The undersigned officer of Banc of America Leasing & Capital, LLC hereby certified that the documents attached and delivered herewith are true and correct copies of the original documents

Certified this 2 day of December, 1999

Banc of America Leasing & Capital, LLC. (successor by merger to NationsBanc Leasing Corporation)

By: Carol Jones

CAROL JONES
VICE PRESIDENT

STATE OF GEORGIA)
COUNTY OF)

On this 2nd day of December, 1999, personally appeared before me Carol Jones, who being a duly sworn by me says that he is Vice President of Banc of America Leasing & Capital, LLC successor by merger to NationsBanc Leasing Corporation and that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

Gail C Beall
Signature

Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2001

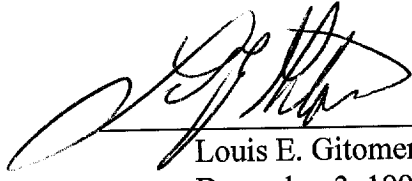
Printed Name
State of Georgia

My Commission Expires _____

Gail C Beall

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Equipment Lease Schedule dated as of November 30, 1999, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
December 3, 1999